

**SPECIAL MEETING
AGENDA
PLANNING COMMISSION
MARCH 27, 2018 – 6:45 P.M.
TOWN HALL ANNEX – COMMUNITY ROOM 2**

I. ROLL CALL

II. ITEMS OF BUSINESS

1. Town Council referral for a Public Hearing on March 27, 2018
 - a. Lease of an office at the Town Hall Annex*

III. ADJOURNMENT

Next Regular Meetings: March 27, 2018 at 7:00 p.m.
April 10, 2018 at 7:00 p.m.

* Enclosed



Town of Groton, Connecticut
Meeting Referral Notice
Town Council

45 Fort Hill Road
Groton, CT 06340-4394
Town Clerk 860-441-6640
Town Manager 860-441-6630

To: Planning Commission
From: Town Council
Date: Tuesday, March 06, 2018

The following items are being referred to you for your review and response. Special instructions may follow each item. Please contact the Town Clerk if you cannot respond by the due date listed.

2018-0053 RESOLUTION REFERRING THE LEASE OF TOWN HALL ANNEX OFFICE
SPACE TO POQUONNOCK BRIDGE FIRE DISTRICT TO THE PLANNING
COMMISSION UNDER CGS SECTION 8-24

RESOLVED, that the Town Council refers the lease of office space to the Poquonnock
Bridge Fire District to the Planning Commission, pursuant to CGS Section 8-24.

Due Date:
Instructions:

NOTE: If there are any questions concerning this notice, please direct them to the Town Clerk at (860) 441-6640.

Lease of Office Space by Poquonnock Bridge Fire District

THIS AGREEMENT ("Agreement") is made this ____ day of February, 2018 by and between The Poquonnock Bridge Fire District ("PBFD" or "Lessee") and the Town of Groton ("Lessor").

WHEREAS, Lessee has expressed interest in leasing from Lessor, and Lessor has agreed to lease to Lessee, certain unfurnished office space commonly known as room number B1 (the "Premises") located on the lower level of the Lessor's Town Hall Annex located at 134 Groton Long Point Road, Groton, Connecticut (the "Annex"), subject to and in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lessor and Lessee hereby mutually agree as follows:

1. Lease; Rent. During the Term hereof, Lessee shall lease from Lessor, and Lessor shall lease to Lessee, the Premises for the sole purpose of Lessee [To provide of proposed buildings for compliance with State statutes and regulations, as well as other Fire Marshall services] and purposes ancillary thereto. In furtherance of said purpose, only the following individuals may access and use the Premises on behalf of Lessee, with the intent being that only one (1) such authorized individual shall use the Premises at any given time: Lessee's Fire Marshal (regular use permitted hereunder), and Lessee's Fire Chief, Deputy Fire Chief, Inspector and Deputy Fire Marshals (sporadic use permitted hereunder). In the event Lessee desires to use the Premises for any other purpose or desires to allow access to the Premises to any other individual not expressly authorized by this Section 1, Lessee shall request the pre-approval of Lessor's Town Manager. Lessee shall pay Lessor rent in the amount of One (\$1.00) Dollar per year.

2. Term. This Agreement shall commence on March 1, 2018 and shall terminate on June 30, 2023 unless sooner terminated in accordance with the terms hereof (the "Initial Term"); provided, however, this Agreement shall automatically renew for successive one (1) year intervals (each a "Renewal Term") following expiration of the Initial Term or then applicable Renewal Term unless either party provides written notice to the other party at least three (3) months prior to the expiration of the then applicable Initial Term or Renewal Term of such party's intent to terminate this Agreement effective at the expiration of the then applicable Initial Term or Renewal Term. (The "Initial Term" and all Renewal Terms, if any, shall collectively be referred to herein as the "Term"). The same terms, conditions and agreements contained in this Agreement, including this section 2, shall continue to apply during each Renewal Term. Notwithstanding anything herein to the contrary, in the event either party remains in material breach of the terms of this Agreement without cure following written notice of such breach from the non-breaching party and a thirty (30) day opportunity to cure, the non-breaching party may thereafter immediately terminate this Agreement by written notice to the breaching party.

3. Surrender of Possession. At the expiration of the Term or earlier termination of this Agreement, the Lessee agrees to surrender possession of the Premises to Lessor in as good condition as the Premises was in at the commencement of this Agreement, usual wear and tear arising from the reasonable use of the Premises excepted. Upon such surrender, Lessee shall remove all of its possessions from the Premises, and any possessions remaining after expiration or termination of this Agreement shall be deemed abandoned and may be retained or disposed of as Lessor deems appropriate in its sole discretion.

4. Access to Premises. Lessee shall gain access to the Premises only through

Community Room # 2, lower level employee door and interior main office door during the normal business hours of the Annex which currently are Monday – Friday 8:30am-4:30pm. Lessee's access for all other hours, to include holidays, shall be through the lower level employee entrance only. Since the Premises is in a secure employee area, access to the Premises by the general public is prohibited. Lessee's meeting with the general public at the Annex, including without limitation developers, shall be permitted only in the general public areas located on the main floor of the Annex in Community Rooms 1 through 3; provided, however, Lessee shall have a non-exclusive right to use such community rooms together with the Lessor and its invitees, and further provided that such Community Rooms are subject to availability, must be reserved through the Town Manager's Office and in the event of a scheduling conflict between the Lessor and Lessee with respect to the need for such rooms, such scheduling conflicts may be resolved in favor of the Lessor's desire use. During the normal business hours of the Annex, the general public will be directed to call the Lessee's office by using a phone at the counter. Lessor will supply a lock to the door to Lessee's Premises. Lessor shall, during the Term of this Agreement, have the right to enter the Premises at reasonable times to inspect the condition or perform maintenance or repair work of said Premises. Except during emergency situations, Lessee will be notified in advance when the Premises needs to be accessed by the Lessor, and will be notified as soon as practicable after an emergency. Overnight parking of the PBFD Fire Marshal vehicle is authorized in the rear lot of the Annex. Authorized representatives of Lessee will be allowed the non-exclusive right to use lunch room facilities at the Annex during the Term hereof, together with employees or invitees of Lessor. Lessor shall provide a fob to Lessee to allow for entry to the Annex.

5. Utilities; Equipment. Lessee, at its sole cost and expense, shall arrange for accounts in its own name, any necessary connections for, and shall pay for all internet, phone, security alarm monitoring, custodial services (including but not limited to solid waste and recyclable material collections) and all other utilities or services required by Lessee with respect to the Premises during the Term hereof, with the exception of those services required of Lessor in section 6 hereof. The Lessee shall provide furniture and equipment commensurate with the operation for the office of fire marshal. Lessor shall not be responsible for arranging for or any interruption in such utilities or services.

6. Lessor Responsibilities. Lessor shall provide the Premises in good condition. Lessee acknowledges that it has inspected the Premises, it is suitable for Lessee's purposes and is accepting same in its AS IS, WHERE AS condition. Lessor shall maintain in good condition the entrances to and building envelope of the Annex, and shall pay and/or for arrange all heat, air conditioning, electricity, landscaping, snow removal at the Annex, including the Premises. Lessor shall provide toilet facilities which may be used by Lessor, Lessee and the general public, and shall arrange for and pay for the cleaning thereof. Lessor shall provide all routine maintenance and repairs required for the Annex, including the Premises; provided, however, in the event any maintenance or repairs are required because of the negligent or willful acts or omissions of Lessee, Lessee shall be liable for the cost thereof.

7. Insurance.

During the Term hereof, Lessee, at its expense, shall procure and maintain in full force and effect workers compensation insurance in accordance with statutory requirements, as well as comprehensive/commercial general liability insurance and automobile insurance, with the automobile and comprehensive/commercial general liability insurance protecting the Town of Groton, and their respective agents, officers and employees as additional insureds.

Such insurance shall provide insurance and liability coverage for the defense of actions brought against Lessor, its Board, Officers, and Employees for, including but not limited to, negligence, malfeasance, misfeasance, errors, omissions, neglect, damages, intentional acts, or other actions arising out of the operation, maintenance and activities of Lessee.

Such insurance shall be in limits of not less than \$1,000,000 per occurrence for injury or death to any one person, not less than \$2,000,000 per occurrence for injury or death to more than one person, and not less than \$1,000,000 per occurrence for property damage.

Lessor requires that these aggregate limits be maintained by the Lessee as required. It is the responsibility of the Lessee or its representative (agent of the insurer) to notify Lessor if ever or whenever the policy limits go below those required above. If the aggregate limits include defense costs, the Lessor should be so notified. It is the responsibility of the Lessee and its insuring agent to provide Lessor with current certificates throughout the Term keeping the required limits in full force and effect. Lessor reserves the right to modify or change the requirements at any time if it is in the best interest of Lessor to do so.

Lessee's insurance shall be primary insurance as respects to Lessor, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by Lessor, its officers, officials, employees or volunteers shall be excess of Lessee's insurance. Lessor and Lessee shall be named insureds on all liability insurance policies required hereunder.

8. General Terms.

- 8.1. Failure of Lessor to insist on the strict performance of the terms, agreements and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of Lessor's right thereafter to enforce any such term, agreement or condition, but the same shall continue in full force and effect.
- 8.2. Lessee shall keep Lessor informed of all matters relating to this Agreement and use and occupancy of the Premises. Any correspondence, communications and minutes should be sent to the Groton Town Manager, 45 Fort Hill Road, Groton, CT 06340.
- 8.3. In the event the Annex, or any portion thereof, is damaged by fire, explosion, the elements or any other casualty whatsoever so as to render any portion of the Annex uninhabitable (regardless of whether the Premises itself was damaged), then the Town at its option may terminate this Agreement upon written notice, whereupon the Lessee shall promptly vacate the Premises. The Town is not responsible if Lessee's property, equipment or files are damaged by fire, smoke, flooding or other casualty and is urged to purchase a renter's insurance policy for itself. The Town is not responsible to provide alternate space if the Premises becomes uninhabitable. Lessor is not responsible for safeguarding Lessee's property.
- 8.4. Lessee may make non-structural alterations, additions or improvements in the Premises as it deems necessary for its purposes; however, prior written consent of Lessor must be obtained.
- 8.5. Unless caused solely by the negligence or willful acts or omissions of Lessor, the Lessee shall defend, indemnify and hold harmless the Lessor and its boards, commissions, departments, agencies, officers, employees, agents and their

successors and assigns from and against any and all claims, causes of action, losses, payments, judgments, expenses (including reasonable attorney's fees) injuries to persons (including death) and to property, and all other damages whatsoever, whether arising in tort, contract or otherwise, arising out of, relating to or connected with Lessee's use and/or occupancy of the Premises and/or Annex and/or the violation of applicable Federal, State or local law and/or negligent, reckless and/or willful misconduct, acts or omissions of the Lessee or any of its boards, commissions, departments, agencies, officers, employees, agents and their successors and assigns. The Lessee further undertakes to reimburse the Town of Groton for any damage to its real or personal property occurring in connection with this Agreement by Lessee unless the damage is caused by the Town of Groton. The provisions of this section 8.5 shall survive termination, expiration or non-renewal of this Agreement.

- 8.6. Lessee shall not assign this lease nor sublet the Premises or any portion thereof without the prior written consent of Lessor, which consent may be withheld.
- 8.7. Lessee shall observe and comply with all applicable Federal, State and local rules, regulations and laws now in effect or which may be enacted during the Term of this Agreement by any municipal, county, state or federal authorities having jurisdiction over the Premises and to indemnify Lessor for any damages caused by violation thereof.
- 8.8. Lessee shall not store any hazardous materials/chemicals/substances at the Annex or Premises and/or upon the real property upon which the Annex is located.
- 8.9. Any notices, consents or approvals permitted or required hereunder shall be in writing, and forwarded by hand delivery or certified or registered mail return receipt requested, or by overnight courier service with confirmed next day delivery, to the respective parties at the addresses listed below in this section 8.9, or to such other address as the parties may designate in writing to each other in accordance with this section 8.9. Notice to the Lessor shall be sent to the attention of Town Manager, Town of Groton, 45 Fort Hill Road, Groton, CT 06340; and notice to Lessee shall be sent to the attention of _____.
- 8.10. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Connecticut, without regard to conflicts of law provisions. Each party represents to the other party that it is duly authorized to enter into and deliver this Agreement.

TOWN OF GROTON

POQUONNOCK BRIDGE FIRE DISTRICT

By: _____

John Burt
Its Town Manager
Duly Authorized

By: _____

Its:
Duly Authorized